



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

DONALD L. WOLFE, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

August 25, 2005

IN REPLY PLEASE
REFER TO FILE: PD-5

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**BUS STOP SHELTER LICENSE AGREEMENT NO. 63885-AMENDMENT NO. 2
CLEAR CHANNEL OUTDOOR, INC.
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the continuation of the bus stop shelter program utilizing Clear Channel Outdoor, Inc., to construct and maintain bus stop shelters in various locations of unincorporated County areas.
2. Authorize the Director of Public Works, or his designee, to negotiate and execute Amendment No. 2 to Agreement No. 63885 with Clear Channel Outdoor, Inc., substantially similar to the enclosed proposed amendment, to provide these services on a month-to-month basis, not to exceed 12 months beginning September 11, 2005, while Public Works completes a solicitation for a new license agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On March 15, 1983, your Board approved a program to install bus stop shelters at various locations throughout the unincorporated County areas. On June 19, 1990, your Board authorized the Director of Public Works to negotiate and arrange for a license agreement with Metro Display Advertising, Inc., d.b.a. Bustop Shelters of California, Inc., to install and maintain approximately 280 bus stop shelters in unincorporated County areas. Your Board approved the ten-year agreement, Agreement No. 63885, on

September 10, 1990. On October 7, 1999, your Board approved Amendment No. 1 to this agreement that authorized the installation of an additional 500 shelters, modified the revenue paid by Metro Display Advertising, Inc., to be the greater of a minimum of \$100,000 per year or 15 percent of the gross advertising revenues, less agency commissions, and authorized the Director to implement a five-year extension of the agreement effective September 11, 2000.

To date, approximately 390 advertising bus stop shelters have been installed within unincorporated areas of the County of Los Angeles. The vast majority of these shelters were installed approximately 10 to 15 years ago. These shelters are at the end of their useful life and need to be replaced.

Our current vendor, Clear Channel Outdoor, Inc., is currently not willing to replace all 390 bus stop shelters. In our contact with other companies that do similar work, we found that there are vendors who are interested in our program and are willing to replace all of our existing advertising bus stop shelters with new shelters. As a result, we plan to solicit a new vendor through the competitive proposal process for a ten-year term with an option to extend for an additional ten years. The new vendor will be required to provide shelter refurbishment and/or replacement of all of their shelters at the end of the first ten-year term before a term extension is granted.

The purpose of this action is to amend Agreement No. 63885 with Clear Channel Outdoor, Inc., to allow them to continue to install and maintain advertising bus stop shelters on a month-to-month basis for up to 12 months while Public Works completes the vendor solicitation process for the advertising bus stop shelter program.

The proposed amendment allows for the 12-month continuation of the contract under the current revenue terms while adding several provisions that the County requires of its new contractors. In addition, Amendment No. 2 contains a termination clause that will help ensure a seamless transition between Clear Channel Outdoor, Inc., should a new vendor be awarded the new license agreement. It is extremely important to ensure that Clear Channel Outdoor, Inc., works diligently with the new licensee during the potential transition phrase since transit patrons depend heavily on these shelters to seek protection from inclement weather as well as provide comfort and safety during the evening hours.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goals of Service Excellence and Children and Families' Well-Being by continuing to provide bus stop shelters to protect transit patrons from inclement weather and to provide a comfortable and safe location while they wait for a bus.

FISCAL IMPACT/FINANCING

Under the current license agreement, the County receives 15 percent of the gross advertising revenue, less agency sales commissions, with a guaranteed minimum of \$100,000 per year. All installation and maintenance of advertising bus stop shelters is done at no cost to the County. As the bus stop shelters are located in road right of way, the revenue is deposited in the Road Fund. A portion of the revenue generated from this license agreement will be used to administer the program and the remaining funds will be used to operate and maintain existing road infrastructure. There is no impact on the County's General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On September 10, 1990, your Board awarded License Agreement No. 63885 to Metro Display Advertising, Inc., d.b.a. Bustop Shelters of California, Inc. Eller Media, Inc., a subsidiary of Clear Channel Communications, Inc., acquired Metro Display Advertising, Inc., on January 23, 1998. Eller Media, Inc., subsequently changed their operating name to Clear Channel Outdoor, Inc., on July 2, 2001. Amendment No. 1 to Agreement No. 63885 between the County and Clear Channel Outdoor, Inc., expires on September 10, 2005.

Amendment No. 2 to Agreement No. 63885 will be reviewed and approved as to form by County Counsel prior to the Director of Public Works, or his designee, signing it.

ENVIRONMENTAL DOCUMENTATION

On October 19, 1999, your Board found this project to be categorically exempt pursuant to the Class 11 category provided under Section 15311 of the California Environmental Quality Act Guidelines and Appendix G of the County's Environmental Document Reporting Procedures and Guidelines.

The Honorable Board of Supervisors
August 25, 2005
Page 4

CONTRACTING PROCESS

The extension will be negotiated and agreed upon with the Clear Channel Outdoor, Inc., after your Board's approval of this item.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This extension will continue the existing service while a new competitive solicitation is processed.

CONCLUSION

Please return two adopted copies of this letter to Public Works.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

FW:dv

C060212

P:\pdpub\Transit\FACILITIES\SHELTERS\Advertising Bus Shelter Program\BLamndagmnt2-63885.II.doc

Enc.

cc: Chief Administrative Office
County Counsel

SECOND AMENDMENT TO LICENSE AGREEMENT NO. 63885

THIS SECOND AMENDMENT to AGREEMENT NO. 63885 is made and entered into by and between the COUNTY OF LOS ANGELES (hereinafter referred to as COUNTY) and CLEAR CHANNEL OUTDOOR, INC., (hereinafter referred to as LICENSEE):

WHEREAS, on September 10, 1990, COUNTY entered into Agreement No. 63885 with Metro Display Advertising, Inc., d.b.a. Bustop Shelters of California, Inc., to provide for the placement and maintenance of transit shelters at selected locations on portions of COUNTY streets and highways; and

WHEREAS, on January 23, 1998, Eller Media, Inc., a subsidiary of Clear Channel Communications, Inc., acquired Metro Display Advertising, Inc.; and

WHEREAS, on July 2, 2001, Eller Media, Inc., changed their operating name to Clear Channel Outdoor, Inc.; and

WHEREAS, the First Amendment to AGREEMENT NO. 63885 was approved on October 19, 1999, to modify the revenue portion of the AGREEMENT and to exercise the option to implement a contract extension through September 10, 2005; and

WHEREAS, COUNTY has a need for LICENSEE to continue to provide bus stop shelter service for the Program; and

WHEREAS, LICENSEE will continue to compensate COUNTY fifteen percent (15%) of the gross advertising revenues, after agency sales commission, received for rental of advertising space on all advertising bus stop shelters installed under this Program, with a guaranteed minimum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) per year; and

WHEREAS, COUNTY desires to continue the service by renewing the AGREEMENT with LICENSEE on a month-to-month basis for up to twelve (12) months upon the expiration of the First Amendment to Agreement No. 63885 on September 10, 2005; and

WHEREAS, LICENSEE is willing to continue to provide advertising bus stop shelter services on a month-to-month basis from September 11, 2005, through September 10, 2006.

NOW, THEREFORE, in consideration of these facts and the mutual benefits to be derived by LICENSEE and COUNTY based on the promises herein contained, COUNTY and LICENSEE agree that Agreement No. 63885 and the First Amendment to Agreement No. 63885 (AGREEMENT) between them shall be amended as follows:

- A. Agreement No. 63885 shall be revised by removing existing Sections 2, 8, 20, 22, 23, 26, and 28, and the First Amendment to Agreement No. 63885 shall be revised by removing existing Sections 25, 28 b), 30 a), 30 b), and 30 e), and replacing them with the following:

2. Duration

The original term of this License Agreement was for ten (10) years, from September 11, 1990, through September 10, 2000. A five (5)-year option was implemented to extend the term from September 11, 2000, through September 10, 2005. This Second Amendment to Agreement No. 63885 will extend the term of AGREEMENT on a month-to-month basis, not to exceed twelve (12) months beginning on September 11, 2005, and not to extend beyond September 10, 2006. The COUNTY may terminate this AGREEMENT prior to September 10, 2006, by giving LICENSEE written notice thereof at least thirty (30) calendar days in advance.

8. Indemnification and Insurance Requirements

a) Independent Contractor Status

This AGREEMENT is by and between COUNTY and LICENSEE and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between COUNTY and LICENSEE.

LICENSEE understands and agrees that all persons furnishing services to COUNTY pursuant to this AGREEMENT are, for all purposes, including, but not limited to, Workers' Compensation liability, employees solely of LICENSEE and not of COUNTY.

LICENSEE shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of LICENSEE pursuant to this AGREEMENT.

b) Indemnification

LICENSEE shall indemnify, defend, and hold harmless COUNTY, its special districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with LICENSEE'S acts and/or omissions arising from and/or relating to this AGREEMENT.

c) Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 8, Paragraph b) (above), and to the extent allowed by law, LICENSEE agrees to defend, indemnify, and hold harmless COUNTY, its special districts, and its officers, employees, and agents, from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including but not limited to, injury or death to employees of LICENSEE, its subcontractors or COUNTY, attributable to any alleged act or omission of LICENSEE and/or its subcontractors, which is in violation of any Cal/OSHA regulation. Subcontractor is defined as one or more persons, companies, corporations, or other entities furnishing supplies, services of any nature, equipment, or materials to LICENSEE, at any tier under oral or written agreement. The obligation to defend, indemnify, and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer worksites. LICENSEE shall not be obligated to indemnify for liability and expenses arising from the active negligence of the COUNTY. The COUNTY may invoice LICENSEE any costs incurred or anticipated to be incurred by COUNTY, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by LICENSEE under this AGREEMENT. LICENSEE will pay such invoice as an additional payment to COUNTY above the compensation required by Section 5, Compensation to County and Accounting.

d) General Insurance Requirements

- (i) Without limiting LICENSEE'S indemnification of COUNTY and during the term of this AGREEMENT, LICENSEE shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this AGREEMENT. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at LICENSEE'S own expense.
- (ii) Evidence of Insurance—Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra,

California 91802-1460, prior to commencing work under this AGREEMENT. Such certificates or other evidence shall:

- 1) Specifically identify this AGREEMENT.
 - 2) Clearly evidence all coverage required in this AGREEMENT.
 - 3) Contain the express condition that COUNTY is to be given written notice by mail at least forty-five (45) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - 4) Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding COUNTY, its special districts, its officials, officers, and employees as insures for all activities arising from this AGREEMENT.
 - 5) Identify any deductibles or self-insured retentions for COUNTY'S approval. COUNTY retains the right to require LICENSEE to reduce or eliminate such deductibles or self-insurance retentions as they apply to the COUNTY, or, require LICENSEE to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- (iii) Insurer Financial Rating—Insurance is to be provided by an insurance company acceptable to COUNTY with an A. M. Best rating of not less than A:VII, unless otherwise approved by the COUNTY.
- (iv) Failure to Maintain Coverage—Failure by LICENSEE to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of AGREEMENT upon which COUNTY may immediately terminate or suspend the AGREEMENT. COUNTY, at its sole option, may obtain damages from LICENSEE resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage. COUNTY may invoice LICENSEE for any costs incurred by COUNTY to provide said insurance. LICENSEE will pay such invoice as an

additional payment to COUNTY above the compensation required by Section 5, Compensation to County and Accounting.

(v) Notification of Incidents, Claims, or Suits—LICENSEE shall report to COUNTY'S contract manager:

- 1) Any accident or incident relating to work performed under the AGREEMENT which involves injury or property damage, which may result in the filing of a claim or lawsuit against LICENSEE and/or COUNTY. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- 2) Any third-party claim or lawsuit filed against LICENSEE arising from or related to work performed by LICENSEE under this AGREEMENT.
- 3) Any injury to a LICENSEE'S employee, which occurs on COUNTY property. This report shall be submitted on a COUNTY "Nonemployee Injury Report."
- 4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies, or securities entrusted to LICENSEE under the terms of this AGREEMENT.

(vi) Compensation for COUNTY Costs

In the event that LICENSEE fails to comply with any of the indemnification or insurance requirements of this AGREEMENT, and such failure to comply results in any costs to COUNTY, LICENSEE shall pay full compensation for all costs incurred by COUNTY.

(vii) Insurance Coverage Requirements for Subcontractors

LICENSEE shall ensure any and all subcontractors performing services under this AGREEMENT meets the insurance requirements of this AGREEMENT by either:

- 1) LICENSEE providing evidence of insurance covering the activities of subcontractor; or
- 2) LICENSEE providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

(viii) Insurance Coverage Requirements

- 1) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):

General Aggregate: \$2 million

Products/ Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

- 2) Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage).

- 3) Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other State for which the LICENSEE is responsible. If the LICENSEE'S employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the LICENSEE is responsible.

- 4) In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease - policy limit: \$1 million

Disease - each employee: \$1 million

- 5) As a condition precedent to its performance pursuant to this AGREEMENT, LICENSEE, by and through its execution of this AGREEMENT, certifies that it is aware

of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this AGREEMENT, and agrees to fully comply with said provisions.

- 6) Property Coverage insurance shall be endorsed naming COUNTY as loss payee, provide deductibles of no greater than five percent (5%) of the property value, and shall include:

Personal Property: Automobiles and Mobile Equipment - Special form "all risk" coverage for the actual cash value of COUNTY-owned or leased property.

Real Property and All Other Personal Property - Special form "all risk" coverage for the full replacement value of COUNTY-owned or leased property.

20. Nondiscrimination in Employment

- a) LICENSEE shall ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
- b) LICENSEE shall deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender.
- c) LICENSEE shall allow COUNTY representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- d) If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of AGREEMENT upon which COUNTY may determine to cancel,

terminate, or suspend this AGREEMENT. While COUNTY reserves the right to determine independently that the antidiscrimination provisions of this AGREEMENT have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that LICENSEE has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by COUNTY that LICENSEE has violated the antidiscrimination provisions of this AGREEMENT.

- e) The parties agree that in the event LICENSEE violates the antidiscrimination provisions of this AGREEMENT, COUNTY shall, at its option, be entitled to a sum of Five Hundred and 00/100 Dollars (\$500.00) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this AGREEMENT.

22. Subcontracting

- a) No performance of this AGREEMENT or any portion thereof may be subcontracted by LICENSEE without the express written consent of COUNTY. Any attempt by LICENSEE to subcontract any performance of the terms of this AGREEMENT without the express written consent of COUNTY shall be null and void and shall constitute a breach of the terms of this AGREEMENT. In the event of such a breach, this AGREEMENT may be terminated forthwith.
- b) In the event COUNTY should consent to subcontracting, each and all of the provisions of this AGREEMENT and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.
- c) In the event COUNTY should consent to subcontracting, LICENSEE shall include in all subcontracts the following provision: "This AGREEMENT is a subcontract under the terms of a prime AGREEMENT with the COUNTY of Los Angeles. All representations and warranties shall inure to the benefit of the COUNTY of Los Angeles."
- d) Any third-party delegate(s) appointed by LICENSEE shall be specified in writing to the Director for advance concurrence.
- e) No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this AGREEMENT. LICENSEE shall, at all times, be personally responsible for the performance of this AGREEMENT.

23. Default and Termination

a) Default

- (i) COUNTY may, subject to the provisions of Subsection (iv) (pertaining to defaults of subcontractors) below, by written notice of default to LICENSEE, terminate the whole or any part of this AGREEMENT in any one of the following circumstances:
 - 1) If LICENSEE has materially breached this AGREEMENT; or
 - 2) If LICENSEE fails to perform the work within the time specified herein or any extension thereof; or
 - 3) If LICENSEE fails to perform any of the other provisions of this AGREEMENT, or so fails to make progress as to endanger performance of this AGREEMENT in accordance with its terms.
- (ii) If LICENSEE does not cure such default within a period of ten (10) calendar days (or such longer period as COUNTY may authorize in writing) after receipt of notice from COUNTY specifying such failure, the AGREEMENT shall be deemed terminated in whole or in part as Public Works may determine in its sole discretion.
- (iii) In the event COUNTY terminates this AGREEMENT in whole or in part pursuant to this Subsection, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, goods and services similar to those so terminated, and LICENSEE shall be liable to COUNTY for any excess costs for such similar goods and services, provided that LICENSEE shall continue the performance of this AGREEMENT to the extent not terminated under the provisions of this clause.
- (iv) Except with respect to defaults of subcontractors, LICENSEE shall not be liable for any excess costs if the failure to perform this AGREEMENT arises out of causes beyond the control and without the fault or negligence of LICENSEE. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight

embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of LICENSEE. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both LICENSEE and subcontractor, and without the negligence of either of them, LICENSEE shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit LICENSEE to meet the required delivery schedule.

- (v) If, after Notice of Termination of this AGREEMENT under the provisions of this clause, it is determined for any reason that LICENSEE was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Section 23, Paragraph c), Termination for Convenience.
- (vi) The rights and remedies of COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT.
- (vii) As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishing supplies, services of any nature, equipment, or materials to LICENSEE, at any tier, under oral or written agreement.

b) Default for Insolvency

COUNTY may terminate this AGREEMENT forthwith for default in the event of the occurrence of any of the following:

- (i) Insolvency of LICENSEE. LICENSEE shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.
- (ii) The filing of a voluntary petition to have LICENSEE declared bankrupt.
- (iii) The appointment of a Receiver or Trustee for LICENSEE.

- (iv) The execution by the LICENSEE of an assignment for the benefit of creditors.
- (v) The rights and remedies of COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT.

c) Termination for Convenience

- (i) COUNTY reserves the right to renegotiate the terms of this AGREEMENT to reduce LICENSEE'S compensation in the event such reduction is necessary, in the sole discretion of the COUNTY, to achieve COUNTY budget reductions. Nothing in this paragraph is intended to diminish the COUNTY's right to terminate this AGREEMENT as provided herein.
- (ii) COUNTY may at any time terminate this AGREEMENT, or any portion thereof, without liability (except as hereinafter provided) by delivering to the LICENSEE written notice specifying the desired termination date at least ten (10) business days in advance thereof.
- (iii) If this AGREEMENT is terminated, LICENSEE shall, within thirty (30) calendar days of the Notice of Termination, complete those items of work which are in various stages of completion which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by LICENSEE under this AGREEMENT shall be delivered to COUNTY upon request and shall become the property of COUNTY.

d) Termination for Breach of Warranty to Maintain Compliance with COUNTY'S Child Support Requirements

Failure of LICENSEE to maintain compliance with the requirements set forth in Section 30 d) shall constitute default under this AGREEMENT. Without limiting the rights and remedies available to COUNTY under any other provision of the AGREEMENT, failure of LICENSEE to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate the AGREEMENT pursuant to Paragraph (a) "Default," of this Section 23, and debar LICENSEE pursuant to County Code Chapter 2.202.

25. Title of Improvements

Ownership of the structures constructed and maintained by LICENSEE, at LICENSEE'S expense, upon COUNTY'S right of way pursuant to the AGREEMENT shall remain in the ownership of LICENSEE until termination or cancellation of the AGREEMENT. Upon termination or cancellation of the AGREEMENT, the transition of the existing structures shall occur as specified in Section 31, Transition to New Vendor, hereunder.

26. Project Manager (LICENSEE)

LICENSEE agrees that Mr. Layne Lawson, Vice President of Clear Channel Outdoor, Inc., shall be the project manager for all aspects of the work to be performed hereunder. Said project manager shall have full authority to act for LICENSEE. LICENSEE shall notify COUNTY, in writing, of any subsequent change to the project manager.

28. Notification

Notices desired or required to be given under this AGREEMENT or by any law now or hereafter in effect may, at the option of the party giving the same, shall be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box.

The notices and envelopes containing the same to COUNTY shall be addressed to:

Director of Public Works
County of Los Angeles Department of Public Works
Attention: Transit Operations Section
P.O. Box 1460
Alhambra, CA 91802-1460

The notices and envelopes containing the same to LICENSEE shall be addressed to:

Mr. Greg McGrath, General Manager
Los Angeles Branch
Clear Channel Outdoor, Inc.
19320 Harborgate Way
Los Angeles, CA 90501

In the event of suspension or termination of this AGREEMENT, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to LICENSEE. Actual knowledge of such suspension or termination by an individual LICENSEE or by a copartner, if LICENSEE is a partnership; or by the president, vice president, secretary, or general manager, if LICENSEE is a corporation; or by the managing agent regularly in charge of the work on behalf of said LICENSEE shall, in any case, be sufficient notice.

30. Additional Requirements:

a) Termination for Improper Consideration

(i) COUNTY may, by written notice to LICENSEE, immediately terminate the right of LICENSEE to proceed under this AGREEMENT if it is found that consideration, in any form, was offered or given by LICENSEE, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this AGREEMENT or securing favorable treatment with respect to the award, amendment, or extension of this AGREEMENT or the making of any determinations with respect to LICENSEE'S performance pursuant to this AGREEMENT. In the event of such termination, COUNTY shall be entitled to pursue that same remedies against LICENSEE as it could pursue in the event of default by LICENSEE.

(ii) LICENSEE shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts. The report shall be made either to COUNTY manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861. Such fraud may also be reported via e-mail to fraud@oci.co.la.ca.us and by mail to the Office of COUNTY Investigations, Los Angeles County Fraud Hotline, 1000 South Fremont Avenue, Unit 51, Alhambra, California 91803-4737.

b) Consideration of Hiring Greater Avenues for Independence (GAIN)/
General Relief Opportunity for Work (GROW) Employees

Should LICENSEE require additional or replacement personnel after the effective date of this AGREEMENT, LICENSEE shall give

consideration for any such employment openings to participants in COUNTY'S Department of Public Social Services' GAIN Program or GROW Program who meet LICENSEE'S minimum qualifications for the open position. For this purpose, consideration shall mean that LICENSEE will interview qualified candidates. COUNTY will refer GAIN/GROW participants by category to LICENSEE.

e) Notice to Employees Regarding the Federal Earned Income Credit

LICENSEE shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit E).

B. AGREEMENT shall be revised by adding the following Sections:

31. Transition to New Vendor

Should COUNTY award this Advertising Bus Stop Shelter Program to a new vendor at the end of the term of this AGREEMENT, LICENSEE shall complete the removal of LICENSEE'S bus stop shelters within a mutually agreeable "transition period" not to exceed eighteen (18) months after the termination of the AGREEMENT. LICENSEE shall diligently coordinate and cooperate with the new vendor to remove existing bus stop shelters during the transition period or as instructed by the Director of Public Works, or his designee.

The existing bus stop shelters shall not be removed more than two (2) weeks prior to the installation of new bus stop shelters in order to minimize the impact to transit patrons. COUNTY shall notify LICENSEE of shelter installation schedule at least thirty (30) calendar days in advance. In the event that LICENSEE is awarded the Program at the end of the term of the AGREEMENT, LICENSEE shall diligently replace existing shelters with new shelters in the same manner to minimize impact to transit patrons.

LICENSEE shall maintain the shelters until they are removed pursuant to this Section. If LICENSEE neglects or fails to take necessary action during the prescribed period or fails to remove the shelters as required, COUNTY may remove the shelters at LICENSEE'S or their surety's expense. In the event that COUNTY removes the shelters, upon written notice to LICENSEE, COUNTY reserves the right to take ownership of the shelters without paying compensation to LICENSEE.

32. Recycled-Content Paper Products

Consistent with the COUNTY Board of Supervisors (BOARD) policy to reduce the amount of solid waste deposited at COUNTY landfills, LICENSEE agrees to use recycled-content paper to the maximum extent possible under this AGREEMENT.

33. No Payment for Services Following Expiration or Termination of AGREEMENT

LICENSEE shall have no claim against COUNTY for payment of any money or reimbursement of any kind whatsoever for any service provided by LICENSEE after the expiration or other termination of this AGREEMENT. Should LICENSEE receive any such payment, LICENSEE shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration or other termination of this AGREEMENT shall not constitute a waiver of COUNTY'S right to recover such payment from LICENSEE. This provision shall survive the expiration or other termination of this AGREEMENT.

34. COUNTY Lobbyists

LICENSEE certifies that it and each COUNTY lobbyist or COUNTY lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by LICENSEE are familiar with the requirements of the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of LICENSEE to fully comply with the COUNTY Lobbyist Ordinance shall constitute a material breach upon which COUNTY may immediately terminate or suspend this AGREEMENT.

35. COUNTY'S Quality Assurance Plan

COUNTY or its agent will evaluate LICENSEE'S performance under this AGREEMENT on not less than an annual basis. Such evaluation will include assessing LICENSEE'S compliance with all AGREEMENT terms and performance standards. LICENSEE deficiencies, which COUNTY determines are severe or continuing and that may place performance of this AGREEMENT in jeopardy, if not corrected, will be reported to BOARD. The report will include improvement/corrective action measures taken by COUNTY and LICENSEE. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this AGREEMENT or impose other penalties as specified in this AGREEMENT.

36. Contractor Responsibility and Debarment

- a) A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed AGREEMENT. It is the COUNTY'S policy to conduct business only with responsible Contractors.
- b) LICENSEE is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if COUNTY acquires information concerning the performance of LICENSEE on this or other AGREEMENT, which indicates that LICENSEE is not responsible, COUNTY may, in addition to other remedies provided in the AGREEMENT, debar LICENSEE from bidding on COUNTY AGREEMENT for a specified period of time not to exceed three years, and terminate any or all existing agreements LICENSEE may have with COUNTY.
- c) COUNTY may debar a Contractor if the BOARD, in its discretion, finds that the Contractor has done any of the following: (1) violated any term of an agreement with COUNTY; (2) committed any act or omission, which negatively reflects on the Contractor's quality, fitness, or capacity to perform an agreement with COUNTY or any other public entity, or engaged in a pattern or practice, which negatively reflects on same; (3) committed an act or offense, which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against COUNTY or any other public entity.
- d) If there is evidence that LICENSEE may be subject to debarment, Public Works will notify LICENSEE in writing of the evidence that is the basis for the proposed debarment and will advise LICENSEE of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- e) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. LICENSEE and/or LICENSEE'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether LICENSEE should be debarred, and, if so, the appropriate length of time of the debarment. If LICENSEE fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, LICENSEE may be deemed to have waived all rights of appeal.

- f) A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- g) These terms shall also apply to subcontractors of LICENSEE.

38. LICENSEE Employee Jury Service Program

a) AGREEMENT Subject to Jury Service Program

This AGREEMENT is subject to the provisions of COUNTY'S ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. (See Exhibits F and G.)

b) Written Employee Jury Service Policy

(i) Unless LICENSEE has demonstrated to COUNTY'S satisfaction either that LICENSEE is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that LICENSEE qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), LICENSEE shall have and adhere to a written policy that provides that its employees shall receive from LICENSEE, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with LICENSEE or that LICENSEE deducts from the employee's regular pay the fees received for jury service.

(ii) For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has an agreement with COUNTY or a subcontract with a COUNTY Contractor and has received or will receive an aggregate sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) or more in any twelve (12)-month period under one or more COUNTY agreements or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by COUNTY. If LICENSEE uses any subcontractor to perform services for COUNTY under this AGREEMENT, the subcontractor shall also be subject to the provisions of

this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

- (iii) If LICENSEE is not required to comply with the Jury Service Program when this Amendment commences, LICENSEE shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and LICENSEE shall immediately notify COUNTY if LICENSEE at any time either comes within the Jury Service Program's definition of "Contractor" or if LICENSEE no longer qualifies for an exception to the Program. In either event, LICENSEE shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during this AGREEMENT and at its sole discretion, that LICENSEE demonstrate to COUNTY'S satisfaction that LICENSEE either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that LICENSEE continues to qualify for an exception to the Program.
- (iv) LICENSEE'S violation of this Section of the AGREEMENT may constitute a material breach of the AGREEMENT. In the event of such material breach, COUNTY may, in its sole discretion, terminate this AGREEMENT and/or bar LICENSEE from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

39. Safely Surrendered Baby Law Program

a) Notice to Employees Regarding the Safely Surrendered Baby Law

LICENSEE shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in COUNTY, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit H to this AGREEMENT and is also available on the Internet at www.babysafela.org for printing purposes.

b) LICENSEE'S Acknowledgment of COUNTY'S Commitment to the Safely Surrendered Baby Law

LICENSEE acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. LICENSEE understands that it is COUNTY'S policy to encourage all COUNTY Contractors to voluntarily post COUNTY'S "Safely Surrendered Baby

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Agreement No. 63885 to be executed by their respective officers, duly authorized, by CLEAR CHANNEL OUTDOOR, INC., on _____, 2005, and by the Director of Public Works, pursuant to authority delegated by the Board of Supervisors of the COUNTY OF LOS ANGELES on, _____, 2005, Board Action ____, on _____, 2005.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
COUNTY Counsel

By _____
Deputy

CLEAR CHANNEL OUTDOOR, INC.

By _____
Greg McGarth, General Manager

By _____
Secretary

ALL SIGNATURES MUST BE
WITNESSED BY NOTARY
(Attach appropriate acknowledgments)

P:\pdpub\Transit\FACILITIES\SHELTERS\Advertising Bus Shelter Program\amndagrt2ClearChannel.doc

Exhibit E

Department of the Treasury Internal Revenue Service Notice 1015

(Rev. December 2003)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2003 investment income (such as interest and dividends) is over \$2,600.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

Note: *You are encouraged to notify each employee whose wages for 2003 are less than \$34,692 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?

You must give the employee one of the following:

? The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.

? A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.

? **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).

? Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of \$791, he or she must file a 2003 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Circular E (Pub. 15)**, Employer's Tax Guide.

Notice 1015
(Rev. 12-2003)

EXHIBIT F

CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE

An ordinance amending Title 2--Administration of the Los Angeles County Code relating to jury service policies of contractors of the County of Los Angeles.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Chapter 2.203 is hereby added to read as follows:

Chapter 2.203

CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings. The Board of Supervisors makes the following findings. The COUNTY of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the COUNTY contracts possess reasonable jury service policies.

2.203.020 Definitions. The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation, or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) or more in any twelve (12)-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for, or on behalf of the COUNTY, but does not include:
 - 1. A contract where the Board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular contractor; or
 3. A purchase made through a State or Federal contract; or
 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and intermember with existing supplies, equipment, or systems maintained by the COUNTY pursuant to the Los Angeles COUNTY Purchasing Policy and Procedures Manual, Section P-3700, or a successor provision; or
 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles COUNTY Fiscal Manual, Section 4.4.0, or a successor provision; or
 6. A purchase card purchase pursuant to the Los Angeles COUNTY Purchasing Policy and Procedures Manual, Section P-2810, or a successor provision; or
 7. A nonagreement purchase with a value of less than Five Thousand and 00/100 Dollars (\$5,000.00) pursuant to the Los Angeles COUNTY Purchasing Policy and Procedures Manual, Section A-0300, or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles COUNTY Purchasing Policy and Procedures Manual, Section PP-1100, or a successor provision.
- D. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the Chief Administrative Officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

2.203.030 Applicability. This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts, which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy. A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The Chief Administrative Officer shall be responsible for the administration of this chapter. The Chief Administrative Officer may, with the advice of County Counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other COUNTY departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the COUNTY that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies. For a contractor's violation of any provision of this chapter, the COUNTY department head responsible for administering the contract may do one or more of the following:

- A. Recommend to the Board of Supervisors the termination of the contract; and/or
- B. Pursuant to Chapter 2.202, seek the debarment of the contractor.

2.203.070 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten (10) or fewer employees during the contract period; and
 - 2. Has annual gross revenues in the preceding twelve (12) months which, if added to the annual amount of the contract awarded, are less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00); and

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten (10) employees and annual gross revenues in the preceding twelve (12) months which, if added to the annual amount of the contract awarded, exceed Five Hundred Thousand and 00/100 Dollars (\$500,000.00).

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least twenty percent (20%) owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent of a business dominant in that field of operation.

2.203.090 Severability. If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

EXHIBIT G

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

The COUNTY's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the COUNTY of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles COUNTY Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the COUNTY department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the COUNTY exceed an aggregate sum of \$50,000 in any 12-month period.

- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

No shame.

No blame.

No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.